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RECORDATION REQUESTED BY:

The Mid-City National Bank of Chicago
Two Mid-City Plaza
Chicago, IL 60607

3986957

WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago
Two Mid-City Plaza
Chicago, IL 60607

SEND TAX NOTICES TO:

Donald E. Colt and Lynn A. Colt
208 W. Wayne
Wheeling, IL 60090

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JUNE 3, 1991, between Donald E. Colt and Lynn A. Colt, husband and wife, whose address is 208 W. Wayne, Wheeling, IL 60090 (referred to below as "Grantor"); and The Mid-City National Bank of Chicago, whose address is Two Mid-City Plaza, Chicago, IL 60607 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOT TWENTY-FOUR (24) IN BLOCK TWO (2) IN DUNHURST SUBDIVISION UNIT NO. ONE, OF PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 3, 1955, AS DOCUMENT NUMBER 1591895.

The Real Property or its address is commonly known as 208 W. Wayne, Wheeling, IL 60090. The Real Property tax identification number is 03-10-201-004-0000.

Grantor presently assigns to Lender all of Grantor's right, title and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated June 3, 1991, between Lender and Grantor with a credit limit of \$12,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.000 percentage points above the index, subject however to the following minimum rate. Under no circumstances shall the interest rate be more than the lesser of 18.000% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means Donald E. Colt and Lynn A. Colt. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "Improvements" means and includes, without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lender. The word "Lender" means The Mid-City National Bank of Chicago, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property new or hereafter owned by Grantor, and new or otherwise attached or annexed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall timely perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will: (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either: (i) the term of any applicable insurance policy or, (ii) the remaining term of the Credit Agreement, or, (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instrument evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness for unpaid payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all other available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender for cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any or no Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest upon default, Grantor shall assign the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of creditor (debtor) and co-contractors (co-debtors) from which information concerning the security interest granted by this Mortgage may be obtained (such as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, done and/or agreed to, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or otherwise do as Lender may require at any time and in such efficient and proper form as Lender or Lender's designee may deem appropriate, any and all such mortgages, deeds of trust, security deeds, leases, assignments, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to affectuate, complete, perfect, continue, or preserve the security interest in the Real Property, the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to in writing by Lender, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. Pursuant to the terms of the powers referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense, for such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of managing, operating, defending, litigating, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Grantor agrees that in future times when it or terminates the credit line account, and otherwise performs all the obligations contained in this Mortgage, it shall execute and deliver to Lender a suitable satisfaction of this Mortgage and suitable statements of account, if any, and if necessary to do so, to record Lender's security interest in the Real Property and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable attorney fees determined by Lender from time to time.

DEFAULT. One or the following events of default shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor fails to make timely payments of principal and interest on any credit line account, with the credit line account. This can include, for example, a false statement about financial income, assets, liabilities or any other aspects of Grantor's financial condition; (b) Grantor does not meet the repayment terms of the credit line account, including any insurance coverage affecting the collateral for the credit line account or Lender's rights in the collateral. This can include failure to maintain required insurance, waste or undue use of the dwelling, failure to pay taxes, death of all persons, or other changes in the ownership or use of the dwelling; (c) Grantor fails to pay taxes, insurance premiums, or other charges on the dwelling without Lender's permission, foreclosure by the holder of another lien on the dwelling, or any other right for possession.

RIGHTS AND REMEDIES ON DEFAULT. In the event of any Event of Default, or at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

UNOFFICIAL COPY

Lynne A. Cain

Demand E. Coli

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS

WITNESSES AS TO ALL INDEBTEDNESS SECURED BY THIS MORTGAGE
WITNESSES AND CONSENTS. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of any other right at any other time. A waiver by any party of any provision of this Mortgage shall not constitute a waiver of or prejudice the rights of any other party. No prior notice by Lender to any party of its intention to demand strict compliance with this Mortgage or any provision of it shall be deemed to have given Lender a waiver of any provision of it. Lender's consent to any modification or extension of the time for payment of any debt secured by this Mortgage or any change in the terms of such debt, or to any other transaction, shall not be deemed to have been given by Lender if such consent is rendered by Lender in any manner which does not constitute a waiver of any provision of this Mortgage.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

merger, there shall be no merger of the members of said credit by this merger with any other member of said credit or with any other member of said credit.

APPLICABILITY LAW. This Mortgagee has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgagee shall be governed by and construed in accordance with the laws of the State of Illinois. The Lender and Borrower shall be liable to each other for all damages, costs and expenses, including attorney's fees, incurred by either party as a result of the enforcement of any provision of this Mortgage.

CELLAR AND BOTTLED BEVERAGE PROVISIONS The following miscellaneous provisions are a part of this Mortgage:

shown under the heading of this Mortgage. For notice purposes, copies of agreements to lease, leases and memorandum of grants of easements shall be served upon the lessees or grantees at all times of Grantee's ownership address.

Amendments, this Mortgage, together with any Related Documents, contains all the entire understanding and agreement of the parties as to the

members shall be liable to the holder of this Mortgage. No alteration of amendment to this Mortgage, a shall be effective unless given in writing and signed by the

parties sought to be charged of record by the holder of this Mortgage. A shall be effective unless given in writing and signed by the

holders of this Mortgage. This Mortgage is made and entered into for the purpose of securing payment of the sum of \$100,000.00, the amount of the principal sum of the note.

Chapman sum as the court may determine, regardless of any fee or expense, whether or not the cause of action is dismissed, and the court may award attorney's fees to the prevailing party in any action brought by the plaintiff against the defendant, and the court may award attorney's fees to the prevailing party in any action brought by the defendant against the plaintiff.

Notice of Sale. (e) shall give General reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any payable to other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale of disposition.

**Article 10
Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In accordance with its rights and remedies, Grantor shall be free to sell all of the Property together or separately, in one sale or by separate sales. Under § 7-1-103(d), Grantor shall be entitled to bid at any public sale of all or any portion of the Property.

Debtincency judgment, if permitted by applicable law, under may obtain a judgment for any deficiency remaining in the indebtedness due to
Lender after application of all amounts received from the debtor in this section.
Other Remedies. Lender shall have all other rights and remedies provided in this Credit Agreement or available at law or in

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantee's interest in all or any part of the Property if:

- a person claiming as a creditor;
- the mortgagor in possession of the Property may serve written notice terminating the power of attorney.

rights under this Subparagraph shall be retained by Person, by Agent, or through a Receiver
Mortgagor in Possession, Lender shall have the right to be placed as mortgagee in possession of to have a receiver appointed to take
possession of the Property, with the power to proceed and preserve the Property, to operate the Property, to collect the Rent
and to collect the Rent from the Property, without bond or security, and to apply the proceeds, over and above the cost of the recovery, the
expenses of collection and preservation, and the expenses of the receiver, to the payment of all debts due to the Lender, and to the
payment of all other debts due to the Lender, and to the payment of all other debts due to the Lender, and to the payment of all other debts due to the Lender.

Plans were developed by the Landowner and the City of Lubbock to make property available for the proposed development. The City of Lubbock has agreed to provide the necessary infrastructure to support the proposed development. The City of Lubbock will also provide the necessary permits and approvals required for the proposed development.

UGC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

(Continued)

LOAN NO 42-00381
06-03-1991

This Mortgage prepared by:

BRENDA L. MOORE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) 1988
COUNTY OF Cook)

and his wife

On this day before me, the undersigned Notary Public, personally appeared Donald E. Colt and Lynn A. Colt, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this

3rd

day of June, 1991.

Residing at 4523 W Congress

My commission expires 1/26/92

Notary Public in and for the State of Illinois

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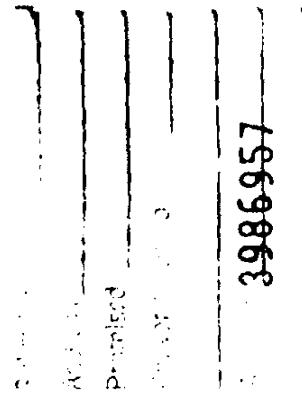
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IN DUPLICATE

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THE MID CITY NATIONAL BANK
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